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Orchard Park, Town Of And Csea
Local 815 (Highway/Water/Sewer
Depts)

COPY

1419 To
30610 BC

COLLECTIVE BARGAINING AGREEMENT

-by and between-

THE TOWN OF ORCHARD PARK

-and-

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000
AFSCME, AFL-CIO
ORCHARD PARK BLUE COLLAR UNIT
LOCAL 815**

* * * *

01/01/99 - 12/31/01

See CSEA letter to Norm Stocker of September 7, 2000

RECEIVED

JUL 28 2000

SUPERVISOR'S OFFICE
TOWN OF ORCHARD PARK

RECEIVED

OCT 18 2000

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

THIS AGREEMENT is made and entered into by and between the THE TOWN OF ORCHARD PARK (herein called the Employer) and CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, ORCHARD PARK UNIT, LOCAL 815 (herein called the Union); and has its purpose the promotion of harmonious relations between the Employer, the employees and the Union, the establishment of an equitable and peaceful procedure for the resolution of disputes, and the establishment of pay, hours and other conditions of employment.

ARTICLE 1

Recognition

1.01 By virtue of the certification of representative issued by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act, and the Union's affirmation herein, on behalf of itself and the members of the negotiating unit that it does not assert the right to strike, to assist or participate in any strike or impose an obligation to conduct, assert or participate in any strike against the Employer during the period of this Agreement, the Employer recognizes the Union as the sole and exclusive negotiating representative of the employees employed by the Employer in the Unit set forth below:

All regular full-time mechanics, heavy equipment operators, light equipment operators, truck drivers, and laborers employed in the Employer's Highway and Water & Sewer Departments, excluding foremen, deputy highway superintendent, highway superintendent, all other employees, guards, management officials and supervisors.

ARTICLE II
Management Rights

2.01 The Union and the employees agree that except as expressly limited by provisions of this Agreement, including the grievance procedure, all of the authority, rights and responsibilities possessed by the Employer are retained by it, including but not limited to: the right to determine the missions, purposes, objectives and policies of the Employer; to determine the facilities, methods, means and number of personnel for conduct of the Employer's business; to examine, select recruit, hire, appraise, train, retain, promote assign or transfer employees; to direct, deploy and utilize the work force; to classify or reclassify; and to allocate or reallocate new or existing positions, to subcontract or discontinue, temporarily or permanently, in whole or in part, its business or operations; to layoff, terminate, discharge, discipline for just cause, and to require employees to observe reasonable Employer rules and regulations, which shall be applied in an equitable and nondiscriminatory basis; provided that these rights shall not be used for the purpose of discrimination against employees for union membership or union activity or to avoid any of the provisions of this Agreement.

ARTICLE III
Residence Requirement

3.01 All employees employed in the unit covered by this Agreement shall be required to maintain their residence within a ten (10) mile radius of the Town facility out of which they are employed, as a condition of continued employment.

ARTICLE IV

Agency Shop and Dues Checkoff

4.01 The Union having been recognized or certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Union, the amount equivalent to the dues levied by the Union and the fiscal or dispersing officer shall make such deductions and transmit the sum so deducted to the Union. The fiscal officer making such deductions will transmit these amounts to the Union, at 143 Washington Avenue, Albany, NY 12210. This deduction will be accompanied by a listing indicating the name and address of those employees who are not members of the Union. The Union agrees to hold the Employee safe and harmless because of said deduction.

4.02 The Employer will deduct from the salary of any member of the unit who so authorizes individually and voluntarily, in writing, the dues and fees of the Union, and will transmit these monies to the Union at 143 Washington Avenue, Albany, New York 12210.

4.03 No deduction of dues or fees shall be made until and unless the amount of dues and fees to be deducted and any changes thereto are certified to the Employee by an authorized officer of the Union.

4.04 An authorization on file with the Employer shall be honored until and unless it has been revoked or amended pursuant to the terms and conditions of the signed authorization and by written notice received by the Employer.

4.05 Any dispute which may arise between the Employer and the Union with respect to this Article shall be resolved through the

grievance procedure herein. As to any disputes between the Employer and any employee or employees or third parties, the Union shall defend and save the Employer harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of action taken or not by the Employer to comply with the terms of this Article or in reliance on a certification issued by the Union.

ARTICLE V

Insurance Premium Checkoff

5.01 The Employer will deduct from the salary of any member of the unit who so authorizes individually and voluntarily in writing premiums for the Union's Group Insurance Program, and will transmit such premiums to the Union at 143 Washington Avenue, Albany, New York 12210. Such deductions shall be made at times corresponding to the Employees regular payroll periods.

5.02 No deductions of such insurance premiums shall be made until and unless the amount for such insurance premiums to be deducted and any changes thereto are certified to the Employer by an authorized officer of the Union.

5.03 An authorization on file with the Employer shall be honored until and unless it has been revoked or amended pursuant to the terms and conditions of the signed authorization and by written notice received by the Employer.

5.04 The Union shall defend and save the Employer harmless against any and all claims, suites and other forms of liability that shall or may arise by reason of action taken or not taken by the Employer to comply with the terms of this Section or reliance on a certification issued by the Union.

ARTICLE VI

Union Business and Visitation

6.01 The President of the Union and/or his designee shall be allowed a total of six (6) days absence with pay per year for Union business, provided the Union President submits a request for such to his/her Department Head at least three (3) days prior to such day.

6.02 The request for such leave shall be denied where the absence of the Union President will adversely affect the operation of his/her Department.

6.03 Representatives of the Union shall have the right to enter the premises of the Employer Highway and Water & Sewer Department for the purpose of visiting employees in the unit covered by this Agreement or to consult with employees in the unit covered by this Agreement during working hours only under the following circumstances:

1. Prior notification to and approval of the Department Head or his designated representative; and
2. Mutual agreement regarding the date, time, location and anticipated duration of such visit.

It is understood that such requests shall not be unreasonably denied.

ARTICLE VII

Bulletin Boards

7.01 The Employer shall provide bulletin boards which may be used by the Union. All Union notices to be posted on such bulletin board must first be submitted to the Department Head for approval prior to posting.

ARTICLE VIII

Grievance and Arbitration

8.01 For the purpose of this Agreement, a grievance is defined as any claimed violation, misapplication or misinterpretation of any express provision of this Agreement. In the event of any such dispute, the matter shall be settled in accordance with the following procedure.

8.02 Any grievance, as defined herein, shall be processed only pursuant to this procedure.

8.03 All written grievances shall be submitted on a grievance for approved by the Town and the Union, and shall state the name and position of the aggrieved party, a concise statement of the complaint, supporting facts and the provisions of the agreement which the grievance applied.

8.04 If a decision at one step is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

8.05 Failure at any step of the grievance procedure to communicate a grievance answer to the aggrieved party within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the last day of the specified time period.

8.06 The time within which an appeal may be filed at a higher step of this procedure shall be measured from the date of receipt of the grievance answer.

8.07 It is the intent of the parties that grievances be processed as rapidly as possible. The number of days indicated at each step of the procedure should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits may be extended.

8.08 No written grievance will be entertained, and such grievance will be deemed waived, unless a written grievance is presented at the first available step within ten (10) work days after the employee knew or should have known of the act or condition on which the grievance is based.

8.09 In the event a grievance is submitted to arbitration, the parties shall attempt to mutually agree upon the selection of an arbitrator. In the event that the parties are unable to mutually agree upon an arbitrator, either party may request from the Federal Mediation and Conciliation Services to provide a panel of qualified arbitrators. The arbitrators shall select an arbitrator from the panel by alternately striking a name until one (1) name remains which shall be the designated arbitrator.

8.10 The decision of the arbitrator shall be binding upon the parties and the employee or employees involved. The costs of arbitration shall be divided equally between the parties.

8.11 The arbitrator shall have no power to alter, modify, add to, subtract from the provisions of this Agreement. His authority shall be limited to deciding only whether a specific article or section of this Agreement has been violated.

8.12 Procedure

Step 1 In the first instance, between the employee's immediate supervisor and the aggrieved employee. Such aggrieved employee shall be permitted to be accompanied by a Union representative if the aggrieved employee so desires.

- Step 2 If no satisfactory settlement is reached, then the aggrieved employee shall have the option of either discussing the matter informally with his/her Department Head (accompanied by the Union representative, if the aggrieved employee so desires), or proceeding to Step 3.
- Step 3 If no satisfactory settlement is reached, then the grievance shall be reduced to writing and submitted directly to the Department Head who shall submit an answer in writing within five (5) working days after receipt of the written grievance, which shall be submitted to the aggrieved employee and Union representative, if used.
- Step 4 Should the grievance remain unresolved, within five (5) working days after the Step 3 answer, the matter may be submitted to a designated Union representative and the Town Board or its representative who shall meet within ten (10) work days after such submission and earnestly attempt to adjust the grievance. An answer shall be made within twenty (20) work days after such meeting. Employer grievances shall be filed directly at Step 4.
- Step 5 If the grievance is not resolved at Step 4, either party may submit the grievance to arbitration, and in so doing must give the other party written notice of such intention within thirty (30) calendar days after the Step 4 decision; otherwise, the grievance shall be deemed waived.

ARTICLE IX
Discharge and Discipline

9.01 Disputes relative to the discharge or discipline of any employee covered by this Agreement shall be resolved only pursuant to the grievance and arbitration procedure provided for herein.

ARTICLE X
No Strike - No Lockout

10.01 The Union, its members and each employee-member, individually and collectively, affirm their responsibilities under the Taylor Law and agree that they will not call, authorize, sanction, cause or permit, instigate, aid or condone or take part in any strike whatsoever, whether sit-down, sit-in, sympathetic, general or any kind of walkout, work stoppage slowdown or interruption of work of any kind during the term of this Agreement.

10.02 The Union, its officers, agents and representatives shall refuse to aid or assist in any way employees participating in any of the foregoing prohibited practices and shall, in good faith, use every reasonable effort to have such practices terminated, including the prompt direction of its members to return to work.

10.03 The Employer shall have the right to discipline or discharge employees engaging in any of the conduct prohibited above, which discipline or discharge shall not be construed as a violation by the Employer of any provision of this Agreement.

10.04 The Employer will not lock out its employees or any group of its employees during the life of this Agreement.

ARTICLE XI

Probationary Period

11.01 Employees shall be considered probationary during the first six (6) months after hire or rehire, and at any time during this period, such employee may be dismissed or otherwise terminated by the Employer for any reason whatsoever, which dismissal or termination shall not be subject to the grievance and arbitration provisions of this Agreement. The probationary period may be extended by mutual agreement of the parties.

11.02 Upon satisfactory completion of the probationary period, an employee shall be placed on the regular seniority roster for employees covered by this Agreement in his/her Department, which seniority shall be defined as the length of an employee's continuous service with the Employer.

11.03 The Employer shall provide a seniority list for each Department covered by this Agreement to the Union by December 1st of each year covered by this Agreement.

ARTICLE XII

Hours

12.01 The regular work day shall consist of eight (8) hours of employment, exclusive of one-half unpaid lunch period, for a total of forty (40) hours per week.

12.02 The current shift shall commence at 8:00 a.m. and conclude at 4:30 p.m., and may be subject to temporary modification by mutual agreement of the parties.

For Highway Department only, the shift shall commence at 7:00 a.m. and conclude at 3:30 p.m.

ARTICLE XIII

Wages

13.01 The wages for all employees in the unit covered by this Agreement for the years 1999, 2000, 2001, shall be set forth in Appendix "A", appendix "B", Appendix "C", which are attached hereto and made a part thereof.

ARTICLE XIV

Longevity

14.01 Effective January 1, 1999, all employees covered by this Agreement shall receive a longevity increment as set forth below, which longevity increment shall be based only upon continuous and uninterrupted years of service in the Town of Orchard Park.

<u>Years of Service</u>	<u>Increment</u>
Four (4)	\$350.00
Eight (8)	350.00 additional
Twelve (12)	350.00 additional
Sixteen (16)	350.00 additional
Twenty (20)	350.00 additional
Twenty-four (24)	350.00 additional

Effective January 1, 2001, the above schedule shall be increased by \$25 to \$375.

ARTICLE XV

Overtime and Premium Pay

15.01 Authorized overtime work for all employees covered by this Agreement shall be compensated at one and one-half times the employee's regular straight time hourly rate on the number of hours actually worked in excess of eight (8) hours per day or forty (40) hours per week. For purposes of this Section, bereavement leave, personal leave, scheduled vacation and paid holidays shall be considered time worked for overtime purposes, provided an employee qualifies for holiday pay in accordance with the provisions of this Agreement. All employees in the unit covered by this Agreement shall be compensated at one and one-half times the employee's regular straight hourly rate on all hours actually worked on Sunday.

15.02 Every effort will be made to distribute overtime on the basis of length of service within the job classification involved. However, length of service within job classification shall not apply in situations where employees functioning as a team are called upon to work overtime as a team.

15.03 When employees are called upon to work compensable overtime, overtime hours shall be determined from the time they are called, provided that such employee reports for work within forty-five (45) minutes from the call.

15.04 The authorization of overtime shall be at the sole discretion of the Department Head, which shall not be subject to the grievance procedure herein.

15.05 Foreman shall not be placed on the overtime roster.

15.06 In the event that an employee in the unit covered by this Agreement is specifically required by management to return to work upon the completion of his/her shift, such employee shall be

compensated a minimum of two (2) hours pay. It is understood that this provision shall not apply to situations in which an employee is required to remain on the job at the completion of his/her shift. A crew does not have to be adjusted for any overtime work of one hour or less.

ARTICLE XVI

Out of Title Work

16.01 When an employee is specifically directed and required to perform all of the duties and responsibilities of a higher classification for a period of four (4) consecutive work days (where Department Head intends to utilize such employee on the fifth such consecutive work day), such employee shall be paid at the rate of the comparable step of the higher classification, retroactive to the first day. Thereafter, such employee shall be compensated for such out-of-title assignment for two (2) full consecutive work days.

16.02 In the event that an employee requests to be trained in a higher classification, such employee may be permitted, at the sole discretion of the Department Head, to work in such higher classification, without the application of this Article, provided that the utilization of an employee in such instance shall not result in the displacement or reassignment of an employee in such classification.

ARTICLE XVII

Job Posting

17.01 Permanent job vacancies in any classification in a Department covered by this Agreement, if possible, shall be posted for five (5) work days in the Department where such vacancy exists.

17.02 Such posting shall include the following:

- (a) Department
- (b) Date Posted
- (c) Job Title
- (d) Rate of Pay
- (e) A space for interested employees to sign their names

ARTICLE XVIII

Filling Vacancies

18.01 Permanent promotions within the classification covered by this Agreement shall be based upon qualifications and seniority of the employees in the Department where the promotional opportunity exists. In the event that qualifications between candidates are equal, then seniority, defined as length of continuous service in the affected Department of the Town of Orchard Park, shall be determinative.

18.02 For purposes of this Section, qualifications shall be determined by the town, which determination shall not be arbitrary and capricious.

18.03 Employees in the unit covered by this Agreement shall be provided the first opportunity to fill job vacancies that may occur in the unit covered by this Agreement. However, if upon conclusion of a minimum of a forty-five (45) calendar day period, but not more than a ninety (90) day calendar period, the Department Head, in his exclusive and unrestricted determination, concludes that an employee is not qualified to perform the duties and responsibilities of the job vacancy involved, the next candidate selected in accordance with the provisions of this Agreement will be promoted. In the event that no qualified employees from within the unit are candidates for the job vacancy, the Town may, without restriction, fill such vacancy with employees from outside the unit covered by this Agreement.

ARTICLE XIX

Layoff

19.01 In situations involving permanent layoff due to permanent job elimination, permanent reduction in force or layoffs for a duration of one (1) week or more, employees shall be laid off on the basis of length of service within the job classifications and Department affected. Such employees affected by the foregoing shall be permitted to bump or replace employees in lower paying classifications in the Department affected who have less Department-wide seniority; provided that such employees possess, in the determination of the Town, the ability to perform the job involved. Employees who bump in accordance with the above procedure shall be paid at the comparable step of the lower paying job.

19.02 In situations involving a temporary layoff of less than one (1) week, employees shall be laid off on the basis of length of service within the job classifications and Department affected. Such employees affected by the foregoing shall be permitted to work in lower paying classifications in the Department affected, provided that, in the sole discretion of the Department Head, there is sufficient additional work to be performed in such lower classification and the employee(s) involved possess the ability to perform the job involved.

19.03 Employees laid off in accordance with the provisions of this Article shall be subject to recall in the reverse order in which they are laid off in the affected Department. Recall rights for employees laid off shall expire eighteen (18) months subsequent to the date of layoff.

ARTICLE XX
Work Clothing

20.01 The Town shall provide all employees in the unit covered by this Agreement with two (2) pairs of work gloves per year.

20.02 It is further agreed that the time, place and all other circumstances concerning the selection, purchase and distribution of the work gloves referred to above shall be determined exclusively by the Town, and also that all employees who are provided with work gloves shall be required to wear and utilize same in the performance of their duties.

20.03 Effective January 1, 1999, all employees in the unit covered by this Agreement shall receive two hundred dollars (\$200.00) per year for the purchase, maintenance and repair of work shoes and for the purchase and maintenance of clothing used or damaged in the performance of their duties. Effective January 1, 2000, the amount will be increased to two hundred fifty (\$250.00) dollars. It is further agreed that the type and quality of such shoes shall be exclusively determined by the Town. It is also understood that all employees shall be required to wear such shoes in the performance of their duties. Failure to do so without excuse of the Department Head shall warrant an employee being relieved of duty without pay with a repeat of such failure subject to disciplinary action.

20.04 Effective January 1, 1999, the Town agrees to provide the mechanics in the unit covered by this Agreement four hundred dollars (\$400.00) per year for the repair and maintenance of tools utilized in the performance of their duties for the Town of Orchard Park. Effective January 1, 2000, the amount will be increased to five hundred dollars (\$500.00). It is understood that any employee receiving such tool allowance shall be required, upon request, to provide a written tool inventory under such terms and conditions established by the town.

ARTICLE XXI

Safety Conditions

21.01 The Town shall provide safe condictions of work to the extent mandated by law.

21.02 Joint Safety Committee The Town and the Union jointly recognize their mutual responsibility to provide a safe and healthful work place and agree to the functioning of a Joint Safety Committee. Such committee, comprised of the two Department Heads and one employee from each Department along with Labor Relations Specialist shall be created and meet as often as the members mutually agree is necessary for the purpose of making recommendations to management with respect to safety matters. Meetings conducted during normal working hours shall be with pay. Nothing contained herein shall prevent any employee from reporting any conditions at any time that the employee believes are unsafe.

ARTICLE XXII

Personnel Files

22.01 Employees covered by this Agreement shall, upon request, be permitted to review their personnel file, accompanied by a representative of their choice, provided that the examination of personnel files shall be by appointment only; shall take place in the administrative offices where such files are maintained; and shall take place only in the presence of a designated representative of the Employer.

22.02 Employees may submit relevant materials for inclusion in their personal file which are pertinent to performance and qualification.

ARTICLE XXIII

Holidays

23.01 Upon completion of their probationary period, employees covered by this Agreement shall receive eight (8) hours pay at their regular daily rate of pay for each of the following recognized holidays:

New Year's Day	Independence Day	Day after Thanksgiving
Martin Luther King Day	Labor Day	Day before Christmas
Patriot's Day	Columbus Day	Christmas Day
Good Friday	Veteran's Day	
Memorial Day	Thanksgiving Day	

23.02 Each holiday will be observed on the day on which it falls. However, holidays which fall on Saturday will be observed on the prior Friday, and holidays which fall on Sunday shall be observed on the following Monday.

23.03 To be eligible for holiday pay, employees must have worked on their last scheduled work day before, and the first scheduled work day after the scheduled holiday. However, in the event that a holiday falls during a period of disability or illness, substantiated by a doctor's note, the employee shall receive holiday pay for the first holiday or double holiday only falling during such period. In other words, the payment for holiday pay shall, with proper substantiation, be limited to the first holiday or double holiday only, falling during an uninterrupted or continuous period of illness or disability.

23.04 When an employee is required to work on a recognized holiday, such employee may select another day within two (2) months of such recognized holiday, to observe as a holiday with pay.

ARTICLE XXIV

Vacations

24.01 Employees covered by this Agreement shall be granted paid vacations upon completion of the years of continuous service in the Town of Orchard Park as follows:

Completion of one	(1) full year of service ...	2 weeks
Completion of five	(5) full years of service ...	3 weeks
Completion of twelve	(12) full years or service ...	4 weeks
Completion of eighteen	(18) full years of service...	5 weeks

24.02 Vacation time shall be calculated on the basis of employee's anniversary date and shall be bid during the month of December for the following calendar year.

24.03 Employees may request vacation any time during the calendar year, provided that employees shall not be permitted to schedule vacation prior to the date when such vacation has been actually earned. Every reasonable effort will be made to meet the preference of employees in accordance with seniority. However, the Department Head may deny and reschedule requested vacation time when, in his determination, the granting of such request will adversely affect the operation of the Department. However, at least two (2) employees will be permitted to utilize scheduled vacation in any week of the year and not be available for overtime call-in. Two additional employees will be permitted to utilize scheduled vacation in any week of the year and must be available for overtime.

It is understood the remaining employee(s) should if called upon, report to work for overtime within 45 minutes as set forth in Article 15.03. (Including the two on vacation that are required to be available.) It is understood there will be only one Mechanic allowed on vacation at a time.

24.04 There shall be no accumulation of vacation benefits from one year to the next, and vacation benefits for a given year shall expire on the last day of such calendar year.

24.05 Accrued vacations must be taken in segments of at least one (1) week durations and shall not be available on a day-at-a-time basis, except that employees employed in the Water & Sewer Department may continue to utilize one (1) week of accrued vacation on a day-at-a-time basis.

24.06 Employees whose employment with the Town terminates, for reasons other than discharge, shall be compensated for unused days of vacation due and owing on the date of such termination, less than the days of personal leave utilized by such employee during the twelve (12) consecutive months prior to the date of termination. See CSEA letter to Norm Stoker of 9/7/2000

24.07 Recognized holidays under this Agreement or days observed as such or in the event a death occurs as provided in Section 28.01, during and employee's vacation time, in any event, shall not be charged to vacation time.

ARTICLE XXV

Retirement

25.01 The Employer shall provide all employees covered by this agreement with the retirement benefits provided for in the Improved Non-contributory Plan (Section 75i) of the New York State Retirement System.

ARTICLE XXVI

Sick Leave

26.01 Employees in the unit covered by this Agreement shall earn sick leave at the rate of one and one-half (1 1/2) days per full

month of completed service. However, employees shall not utilize such sick leave benefits during their probationary period.

26.02 Effective January 1, 2000, sick leave accumulation will be increased to a maximum of two hundred forty (240) days. An employee may use the 220 - 240 days for health insurance upon retirement only.

26.03 Sick leave shall not be available for absences of less than one-half (1/2) days.

26.04 In order to qualify for sick leave benefits in any given month, an employee shall have been on full pay status in the Highway or Water & Sewer Department of the Town of Orchard Park for at least fifty (50) percent of the working days in such month. Sick time will not count as time worked for this Section.

26.05 Sick leave shall not accrue or accumulate during any unpaid leave period.

26.06 Sick leave shall not be used for any purpose other than legitimate illness. Employees shall contact the office of the Department Head by telephone at least fifteen (15) minutes prior to the commencement of the shift.

26.07 Employees shall provide a written physician's statement after three (3) consecutive work days of illness, and may be required to furnish a physician's statement for periods of illness less than three (3) consecutive work days and for sick leave days utilized immediately prior to or subsequent to holidays, vacation or any unpaid time off.

26.08 Upon the termination of employment in any regard, all accumulated sick leave shall be canceled, except to the extent provided by law or pursuant to other articles of this Agreement. An employee who is subsequently rehired within one (1) year shall be credited with the amount of sick leave accrued at the time of termination.

26.09 (a) Employees in the unit covered by this Agreement may utilize three (3) days per year of accumulated sick leave for illness in the immediate family (husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparent or relative who actually resides in the immediate household), where the presence of such employee is necessary and required to provide care for such member of the immediate family.

(b) It is understood that such leave shall be requested in advance, and subject to the approval of the Department Head or his designated representative, which approval may be denied when, in the exclusive judgment of the Department Head or his designated representative, the granting of such leave will adversely affect the operation of the Department, and the Department Head, or his designated representative may require an employee to verify or substantiate such request by doctor's note or otherwise.

(c) It is also understood that such leave shall be taken in units of not less than four (4) hours duration unless otherwise authorized by the Department Head or his designated representative. The refusal to so authorize shall not be subject to the grievance procedure herein.

26.10 Contractual health insurance benefits shall be provided at Town expense to full-time employees (A) who reach the present legal retirement age of 55 (Tier I) and 62 (Tier II) who retire under the New York State Retirement System; and who have served with the Town of Orchard Park as full time employees for twenty (20) consecutive complete years or more. It is understood that the age of 62 shall apply to any other present or future tiers, for said benefit, and shall be unaffected by any subsequent legislative changes in the legal retirement age; that the medical benefit to be provided (i.e. type, family single, etc.) shall be identical to the benefit provided at the time of retirement (not including dental); and that such benefit shall be terminated upon the death of the employee or upon reaching age 65. (B) Upon reaching age 65, such retired employees shall be

permitted to convert accumulated sick leave to wages on the basis of one (1) hour accumulated sick leave to one (1) hour wages, at the employee's regular hourly rate on the date of retirement, which wages shall be utilized exclusively to the payment of continued medical coverage. In the event of the death of a retired employee who is receiving a medical insurance benefit, such wages shall be utilized exclusively to the payment of continued medical coverage for the surviving spouse of the deceased retired employee. Section (B) above shall apply to employees who retire from the Town of Orchard Park who do not qualify under (A) above.

Effective as soon as possible after implementation of this agreement, any employee who retires and is Medicare eligible must enroll and pay for Medicare Part B.

ARTICLE XXVII

Personal Leave

27.01 Employees covered by this Agreement shall be permitted to use three (3) days per year to conduct personal business under the following circumstances:

(a) Requests for personal leave must be submitted in writing to the employee's immediate supervisor as soon as possible, but at least two (2) work days, if possible, prior to use, stating the general reason for the request.

(b) Requests for personal leave must be approved by the Department Head.

27.02 Personal leave will not be utilized in segments of less than one (1) full day. However, upon request, the Department Head may permit the use of personal leave in segments of one-half day when, in his discretion and judgment (the exercise of which shall

not be subject to the grievance procedure herein) there is sufficient work for such employee and the granting of such request will not adversely affect the operation of the Department.

27.03 It is further understood that personal leave shall be used only for legitimate business which cannot be conducted after normal working hours. Such leave may be utilized for such legitimate business as provided for in this section just prior or subsequent to a holiday or vacation period, with the understanding that such leave shall not be used to extend a holiday or vacation period.

27.04 Effective January 1, 2000, unused personal leave at the end of each calendar year may be applied to accumulated sick leave to provide an extension of earned and accumulated sick leave days from 240 to 270, up to thirty (30) additional days. The accumulated personal leave days shall not be used as sick leave unless due to extended illness or illnesses; an employee has exhausted his accumulated sick leave and he may then use his/her accumulated personal leave as provided in this section upon retirement. The 270 days may also be applied to the employee's health program benefit.

ARTICLE XXVIII

Bereavement Leave

28.01 In the event that an employee is bereaved by the death of a husband, wife, daughter, son, mother, father, brother, sister, mother-in-law, father-in-law, grandparent or relative who actually resides within the immediate household, such employee may absent himself from work with pay for a period of three (3) consecutive work days.

In the event an employee's brother -in-law or sister-in-law dies, the employee will be entitled to the day of the funeral or memorial service.

Provided in either event above:

- (a) The employee attends the funeral or memorial service
- (b) The three (3) days referred to above must include the day of the funeral or the memorial service
- (c) Bereavement leave shall not apply during periods when the employee involved is absent from work because of sickness, leave of absence or any other leave, except for vacation, as provided in 24.07.

ARTICLE XXIX

Jury Duty

29.01 An employee who is summoned and is actually required to attend and serve as a juror will be paid the difference between the juror's fee and up to eight (8) hours straight time pay per day for time actually lost from work due to such jury duty. Jury duty pay is limited only to jury service performed during the scheduled work week.

29.02 The employee shall be required to:

- (a) Notify his immediate supervisor as soon as possible, but at least two (2) work days before the day the employee is required to report for jury service.
- (b) Return to his immediate supervisor a completed form certified by the Court Clerk.
- (c) Cooperate with the Employer in requesting excuse or delay from jury service where the employee's absence will adversely affect the Employer's operations.
- (d) It is understood that employees will report back for work at any time when they are free from the responsibilities of jury duty.

ARTICLE XXX
Military Leave

30.01 Military leave benefits shall be available to all employees to the extent that such benefits are mandated by law.

ARTICLE XXXI
Leave of Absence without Pay

31.01 Employees covered by this Agreement may request in writing a leave of absence without pay, not to exceed one (1) year. The determination of whether a request for leave without pay shall be granted rests solely in the discretion of the Town except for leaves requested for reason of sickness or disability. The Town shall render determinations for requested leaves of absence without pay within ten (10) working days.

31.02 Employees shall not earn or accrue seniority and/or any other benefits under this Agreement during a period of leave of absence without pay. Upon return to work upon completion of leave of absence without pay, such employee shall have such seniority rights enjoyed at the time such leave commenced.

31.03 An employee shall notify the Town at least two (2) weeks prior to his scheduled return to work to confirm the date that he will report to work.

31.04 The failure of an employee to return to work within five (5) working days after expiration of the leave shall be considered as a voluntary quit.

31.05 A leave of absence without pay may be extended only by mutual agreement of the parties.

ARTICLE XXXII
Medical Insurance

32.01 Medical insurance coverage shall consist of Blue Cross/Blue Shield Hospital Contract 42/43, Medical Contract 60/61 and a Major Medical BCMM-7 (FF) \$100.00 deductible, Riders 8 - age (23), Rider 21 (Psychiatric) and 48 (out of area) and \$5.00 co-pay prescription drug rider, without contraceptives, at no cost to the employee.

The Town shall have the option to start or stop a \$250.00 in-hospital deductibility that shall be self-insured by the Town and a direct bill procedure will be set up with the hospitals.

Employees shall be provided the option of the Independent Health Gold Plan with rider for dependent student to age 23, \$5.00 co-pay prescription rider or the BC/BS plan defined above. The Town's premium cost shall not exceed the 42/43 - 60/61 plan as defined above. Any additional cost beyond the cost of the BC/BS plan shall be the employee's responsibility.

The Town shall have the option of providing two (2) single health insurance policies instead of a family plan, for married employees who have no dependent children, when permitted by Blue Cross. In the event a family plan is needed, due to dependents, the change from single to family will be done as soon as possible.

The Town reserves the right to change health insurance companies after consultation with the Union and provided the plans are equivalent in coverage. If the Union disagrees that the plan is not equivalent, it would be subject to the grievance procedure.

Employees hired after January 1, 2000, will have the option of choosing the Independent Health Plan, Community Blue Plan or the Health Care Maintenance Plan, single or family coverage as the needs of the employee at no cost to the employee.

If the employee chooses the Blue Cross and Blue Shield Traditional Plan, that employee will pay the difference in cost between the highest HMO and Blue Cross/Blue Shield Plan by payroll deduction.

The present least senior employee, Robert Wellington, who is paying twenty-five percent (25%) of the health insurance will have the health insurance paid in full as long as he maintains a HMO coverage for the remainder of his first four years of employment. If during the first four years of employment Mr. Wellington chooses to switch to the Traditional Blue Cross/Blue Shield Plan, he will pay the total difference of cost between the Traditional Plan and the present HMO. After the four year period mentioned has past, Mr. Wellington will have the health insurance plan paid in full by the Town whether he is enrolled in a HMO or the Traditional Plan.

32.02 If an employee is covered under another health insurance plan either by another employer or by coverage under his/her spouse's health insurance plan, then that employee shall not be eligible for coverage under the Town's plan unless such plan is proven not to be equivalent with the Town's plan, but under no circumstances shall the employee be covered under double coverage. If, at some later date, it is proved that the employee or his/her spouse is not longer covered by another plan, then that employee may be considered eligible for coverage under the Town's plan.

Employees may be provided options of medical plans selected by the Town.

In the event of a death of an active Town employee receiving coverage under this Section, such coverage will be extended four (4) months to the employee's surviving spouse.

32.03 The Town shall provide a Dental Plan to all employees covered by the agreement at no cost to the employee.

ARTICLE XXXIII

Life Insurance

33.01 The Town shall continue to provide term life insurance (\$7,500.00) to all employees in the unit covered by this Agreement.

ARTICLE XXXIV

Workers Compensation

34.01 Workmen's Compensation benefits shall be available to employees covered by this Agreement to the extent mandated by law.

ARTICLE XXXV

Non-Discrimination

35.01 Neither party to this Agreement shall discriminate against any applicant for employment or employees covered by this Agreement with regard to sex, age, creed, race, color or national origin.

ARTICLE XXXXVI

Legislative Action

36.01 It is agreed by and between the parties hereto that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXXVII

Savings Clause

37.01 It any provision of this Agreement is or shall be at any time contrary to law or determined by an administrative agency or court of competent jurisdiction to be invalid, such provision shall not be applicable, performed or enforced, except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all remaining provisions of this Agreement shall be maintained in full force and effect to the extent not invalidated by such determination.

ARTICLE XXXVIII

Total Agreement Clause

38.01 Except as provided herein, neither the Union or the Employer shall be required by the other to renegotiate any provision of this Agreement during the term hereof.

ARTICLE XXXIX

Duration and Signatures

39.01 The provisions of this Agreement shall become effective as of January 1, 1999 and shall continue in full force and effect until and including December 31, 2001.

THE TOWN OF ORCHARD PARK

CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

ORCHARD PARK UNIT, LOCAL 815

by Wai M. Cudney
July 10, 2000

by Daniel R. Sweet 7-20-00
Vincent P. Secari 7-20-00

APPENDIX "A"

EFFECTIVE 01/01/99

JOB LEVEL	1	2	3	4	5	6	POSITIONS INCLUDED
1	14.72	15.39	16.06	16.72	16.98	17.27	Laborers, all Departments
2	14.99	15.66	16.32	16.99	17.26	17.54	Truck Drivers
3	15.11	15.78	16.44	17.11	17.38	17.67	Light Equipment Operator
4	15.64	16.31	16.97	17.64	17.91	18.19	Heavy Equipment Operator Assistant Foreman
5	15.88	16.55	17.21	17.88	18.15	18.43	Mechanic, all Departments

APPENDIX "B"

EFFECTIVE 01/01/00

JOB LEVEL	1	2	3	4	5	6	POSITIONS INCLUDED
1	15.31	15.98	16.64	17.31	17.57	17.87	Laborers, all Department
2	15.58	16.25	16.91	17.58	17.86	18.15	Truck Drivers
3	15.71	16.38	17.04	17.71	17.99	18.29	Light Equipment Operator
4	16.26	16.93	17.59	18.26	18.54	18.83	Heavy Equipment Operator Assistant Foreman
5	16.51	17.18	17.84	18.51	18.79	19.08	Mechanic, all Departments

APPENDIX "C"

EFFECTIVE 01/01/01

JOB LEVEL	1	2	3	4	5	6	POSITIONS INCLUDED
1	15.92	16.59	17.25	17.92	18.18	18.50	Laborers, all Departments
2	16.20	16.87	17.53	18.20	18.49	18.79	Truck Drivers
3	16.33	17.00	17.66	18.33	18.62	18.93	Light Equipment Operator
4	16.90	17.57	18.23	18.90	19.19	19.49	Heavy Equipment Operator Assistant Foreman
5	17.16	17.83	18.49	19.16	19.45	19.75	Mechanic, all Departments

APPENDIX "D"

DENTAL BENEFITS OUTLINE

Non-Orthodontics (For you and your Dependents)

Maximum Benefit per Calendar Year - \$1,000.00

Percentage of Covered Charges Payable by the Plan

* Preventive, Diagnostic and Therapeutic Services for

Emergency Treatment of Dental Pain (including x-rays) - 100%

* All Other Covered Charges - Up to the Maximum Allowance

shown in the Schedule of Dental Services and Supplies

Orthodontics (For Dependent Children Only)

Maximum Benefit per lifetime \$1,000.00

(In addition to Non-Ortho Benefit)

Percentage of Covered Charges Payable by the Plan - 50%

**SCHEDULE
DENTAL SERVICES AND SUPPLIES
GENERAL SERVICES**

Code	Procedure	Maximum Allowance <u>Plan 3</u>
	Restorations	
	Fillings	
0110	Amalgam - one surface, primary	\$16.00
0120	Amalgam - two surfaces, primary	24.00
0130	Amalgam - three surfaces, primary	31.00
0140	Amalgam - one surface, permanent	18.00
0150	Amalgam - two surfaces, permanent	25.00
0160	Amalgam - three surfaces, permanent	35.00
0210	Silicate cement - per restoration	20.00
0310/ 0333	Acrylic Composite Resin - per restoration	25.00
	ENDODONTICS	
	Pulp Capping	
0110	Pulp Cap-direct (excluding final restoration	14.00
	Root Canal Therapy	
0311	One Canal - Sargenti method	110.00
0315	One Canal - Traditional method	149.00
0331	Three Canals - Sargent method	180.00
0335	Three Canals - Traditional method	235.00
	Periapical Services	
0410	Apicoectomy - separate procedure	99.00
	PERIODONTICS	
0210	Gingivectomy - per quadrant	93.00
0220	Gingival curettage - per quadrant	21.00
0260	Osseous surgery - per quadrant	192.00

SCHEDULE
DENTAL SERVICES AND SUPPLIES
GENERAL SERVICES

Code	Procedure	Maximum Allowance <u>Plan 3</u>
	DENTURE REPAIR	
5610	Repair broken denture - no teeth damaged	\$25.00
5640	Replace broken tooth - no other repairs	9.00
5650	Adding tooth to partial - no clasp included	30.00
5725	Rebase denture	79.00
5730	Reline complete denture (office)	55.00
	ORAL SURGERY	
	Simple Extraction	
7110	Single tooth	17.00
7120	Each additional tooth	15.00
	Surgical Extraction	
7210	Erupted tooth	26.00
7225	Soft tissue impaction	40.00
7245	Complete bony impaction	79.00
	Alveoplasty	
7310	Per quadrant - in conjunction with extraction	29.00
	ADJUNCTIVE SERVICES	
9221	General anesthesia - in office	32.00
9610	Therapeutic drug injection	9.00
	RESTORATIONS	
	Gold	
2520	Inlay - two surfaces	120.00
	Inlay - three surfaces	132.00
2540	Onlay per tooth (in addition to above)	29.00

SCHEDULE
DENTAL SERVICES AND SUPPLIES
GENERAL SERVICES

Code	Procedure	Maximum Allowance <u>Plan 3</u>
	Crowns - Single Restorations	
720	Plastic with gold	\$180.00
721	Plastic with non-precious metal	156.00
750	Porcelain with gold	195.00
751	Porcelain with non-precious metal	173.00
790	Full cast - gold	180.00
791	Full cast - non-precious metal	156.00
	PROSTHODONTICS - REMOVABLE	
	Complete Dentures	
110/		
120	Complete upper or lower denture	173.00
	Partial Dentures	
211	Upper - acrylic base, excluding clasps	132.00
212	Lower - acrylic base, excluding clasps	185.00
215/	Upper - acrylic base, gold or chrome	
216	clasps	185.00
217/	Lower - acrylic base, gold or chrome	
218	clasps	199.00
230/	Lower acrylic base, gold or chrome	
231	lingual bar with clasps	212.00
250/	Upper - acrylic base, gold or chrome	
251	palatal bar with clasps	212.00

**SCHEDULE
DENTAL SERVICES AND SUPPLIES
GENERAL SERVICES**

Code	Procedure	Maximum Allowance <u>Plan 3</u>
	PROSTHODONTICS, FIXED	
	Bridge Pontics	
6210	Full cast - gold	\$139.00
6211	Full cast - non-precious metal	120.00
6240	Porcelain with gold	152.00
6241	Porcelain with non-precious metal	139.00
	Retainers	
6520	Gold Inlay - two surfaces	120.00
6530	Gold Inlay - three surfaces	132.00
6540	Gold Inlay - per tooth	
	(In addition to above)	29.00
	Abutment Crowns	
6720	Plastic with gold	180.00
6721	Plastic with non-precious metal	156.00
6750	Porcelain with gold	195.00
6751	Porcelain with non-precious metal	173.00
6790	Full cast - gold	180.00
6791	Full cast - non-precious metal	156.00

The allowances for Preventive and Diagnostic Services, and Emergency Treatment for Dental Pain are not determined in accordance with the Schedule.

The Company will determine the maximum allowance for any other service or supply not listed in this Schedule. The allowance will be consistent with the allowance for the other items listed in the Schedule.